

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON

USI INSURANCE SERVICES, LLC, and
KIBBLE & PRENTICE HOLDING
COMPANY (d/b/a USI INSURANCE
SERVICES NORTHWEST),

Plaintiffs,

v.

MICHAEL AITKIN and ALLIANT
INSURANCE SERVICES INC.,

Defendants.

Case No. 3:21-cv-00267-HZ

VERDICT FORM

We, the jury, being first duly empaneled and sworn in the above-entitled cause, do
unanimously find as follows:

I. Breach of Contract

1. Have USI Insurance Services, LLC or Kibble & Prentice Holding Company dba USI Insurance Services Northwest proved by a preponderance of the evidence all of the elements of their respective claims that Defendant Michael Aitkin breached Section 8.5 of his Employment Agreement?

SA
2/16/23 Yes ✓ No

Proceed to the next question.

2. Have USI Insurance Services, LLC or Kibble & Prentice Holding Company dba USI Insurance Services Northwest proved by a preponderance of the evidence all of the elements of their respective claims that Defendant Michael Aitkin breached Section 8.6 of his Employment Agreement?

 Yes ✓ No

Proceed to next question.

3. Have USI Insurance Services, LLC or Kibble & Prentice Holding Company dba USI Insurance Services Northwest proved by a preponderance of the evidence all of the elements of their respective claims that Defendant Michael Aitkin breached Section 9.2 of his Employment Agreement?

 Yes ✓ No

If you answered "Yes" to any of Questions 1 through 3, proceed to the next question.

If you answered "No" to all of Questions 1 through 3, proceed to question 5.

4. What is the monetary value of the damages that the USI Insurance Services, LLC or Kibble & Prentice Holding Company dba USI Insurance Services Northwest sustained as a result of Defendant Michael Aitkin's breach of his Employment Agreement?

Economic Damages: \$ 0

II. Intentional Interference with Economic Relations

5. Have USI Insurance Services, LLC or Kibble & Prentice Holding Company dba USI Insurance Services Northwest proved by a preponderance of the evidence all of the elements of their respective claims that Defendant Alliant intentionally interfered with either USI Insurance Services, LLC's or Kibble & Prentice Holding Company dba USI Insurance Services Northwest's contractual relation with Defendant Aitkin?

_____ Yes ☒ No

Proceed to the next question.

6. Have USI Insurance Services, LLC or Kibble & Prentice Holding Company dba USI Insurance Services Northwest proved by a preponderance of the evidence all of the elements of their respective claims that Defendant Alliant intentionally interfered with their prospective business relationships with their clients or former clients?

_____ Yes ☒ No

If you answered "Yes" to either of Question 5 or Question 6, proceed to the next question.

If you answered "No" to both Questions 5 and 6, sign and date this Verdict Form.

7. What is the monetary value of the damages that USI Insurance Services, LLC or Kibble & Prentice Holding Company dba USI Insurance Services Northwest sustained as a result of Defendant Alliant's actions. Remember that you cannot award duplicate damages for the same injury.

Economic damages: \$ _____

Proceed to the next question.

8. Have USI Insurance Services, LLC or Kibble & Prentice Holding Company dba USI Insurance Services Northwest proved by clear and convincing evidence that they are entitled to punitive damages against Defendant Alliant?

_____ Yes _____ No

If you answered "Yes" to Question 8, answer Question 9. If you answered "No" to Question 8, sign and date this Verdict Form.

9. What amount of punitive damages do you award against Defendant Alliant on the plaintiffs' intentional interference with economic relations claims?

Punitive Damages: \$ _____

The Presiding Juror should sign and date this Verdict Form.

DATED this 16th day of February, 2023

[REDACTED]

Presiding Juror